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Mutual consent and competency are the requisites of a valid marriage. *MICH. COMP. LAWS*, 1897, § 8589. This statute is declaratory of the common law. If both parties are innocent, there is a presumption that a marriage, void because of the incompetency of either party, becomes a lawful marriage on the removal of the impediment. *De Thoren v. Attorney-General*, 1 App. Cas. 686. Consent is inferred from the relation; but by the weight of authority, when one or both are guilty, apparent consent will not suffice, but there must be evidence of a real matrimonial intent. *Gall v. Gall*, 114 N. Y. 109; *Cartwright v. McGown*, 121 Ill. 388. *Contra*, *Barker v. Valentine*, 125 Mich. 336. In the principal case, A's intent at the outset was to deceive B, — to live with her with the appearance of being married. To infer a change of intent because of B's death in 1903, a fact unknown to A, seems illogical. *Collins v. Voorhees*, 47 N. J. Eq. 315 and 555. A therefore had no real matrimonial intent, or else it existed concurrently with the intent to deceive B. The former view seems more reasonable. There is authority for reaching the result of the principal case by applying the doctrine of estoppel. *In re Wells' Estate*, 123 N. Y. App. Div. 79; *Chamberlain v. Chamberlain*, 68 N. J. Eq. 414. A and his heirs, who are in privity with him, should be estopped to deny his consent, the estoppel becoming operative when he became capable of giving consent.

PROXIMATE CAUSE — EFFICIENT CAUSE OF INJURY — NERVOUS SHOCK FROM FRIGHT CAUSED BY NEGLIGENCE. — The plaintiff averred that the defendant's cow was being driven along a street by the defendant's servant, who set a dog on the cow, causing her to rush into a house, whereby the plaintiff, who was in the house, sustained a severe nervous shock, resulting in serious physical injury. The defendant demurred. *Held*, that the action lies. *Gilligan v. Robb*, 47 Sc. L. Rep. 733.

This case establishes in Scotland the right of recovery for physical hurt resulting from fright caused by negligence, where there is no impact on the person. For a discussion of the principles involved, see 7 HARV. L. REV. 304; 10 *id.* 239; 15 *id.* 304.

PUBLIC OFFICERS — ELIGIBILITY TO OFFICE — WOMAN ELECTED COUNTY TREASURER. — A woman was elected county treasurer. The state constitution limited suffrage to males, but had no provision as to eligibility for office on account of sex. *Held*, that she is entitled to the office. *State ex rel. Jordan v. Quible*, 86 Neb. 417. See NOTES, p. 139.

PUBLIC SERVICE COMPANIES — RIGHTS AND DUTIES — TELEPHONE CONNECTIONS WITH OTHER LINES. — The X Company operated a telephone line connecting cities A and B. The Y Company operated a telephone line connecting cities B, C, and D. These companies professed to make direct connections for the public between A and C. *Held*, that they had no public duty to afford the means of telephonic communication between A and D. *Albany Telephone Co. v. Terry*, 127 S. W. 567 (Tex., Ct. Civ. App.).

For a discussion of the principles involved, see 23 HARV. L. REV. 54.

QUASI-CONTRACTS — RIGHTS AND OBLIGATIONS OF PARTIES UNDER CONTRACTS — CONTRACT MADE UNENFORCEABLE BY A RULE OF EVIDENCE. — The plaintiff entered into an oral contract with H, whereby in return for services to be rendered he was to receive one-fourth of such profits as H might make in a sale of certain stock. The plaintiff performed the services, and brought suit on the express contract. H died, and the plaintiff thereupon became unable to testify in the case. He moved to amend the complaint so as to permit a recovery in *quantum meruit*. *Held*, that the motion must be denied,